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action, or to retain the tort action and effect the same result in the exercise of its plenary jurisdiction as was done in the principal case. *Eaton*, Eq. Jur. § 10.

MUNICIPAL CORPORATIONS—ORDINANCES—PICKETING IN STREETS.—Under a provision in a city charter empowering the city to protect health, life and property, and to preserve order and security within its limits, an ordinance was passed prohibiting loitering on, or walking back and forth in, the streets, before places of business, for the purpose of persuading persons from entering to transact business. *Held*, such an ordinance was a valid exercise of the police power. *Ex parte Stout* (Tex. Crim. App. 1917) 198 S. W. 967.

Municipal police power to regulate the use of streets is limited by the common right of use possessed by the public. This common right is that of passing along the streets for business or pleasure, on foot or by vehicles. *Freund*, Police Power § 168. Regulation in the public interest, not unreasonably interfering with this fundamental right, is generally upheld. Some jurisdictions hold ordinances prohibiting loitering on the streets invalid, the right of use including that of loitering. *City of St. Louis v. Gloner* (1908) 210 Mo. 502, 109 S. W. 30. The Pennsylvania courts uphold such legislation, ruling that the common right is that of transit only, with such stoppages as business necessity, accident, or the exigencies of travel, require. *Commonwealth v. Challis* (1898) 8 Pa. Super. Ct. 130. Ordinances forbidding the public selling of theater tickets, *People ex rel Lange v. Palmittter* (1911) 128 N. Y. Supp. 426, 71 Misc. 158, or merchandise, *Commonwealth v. Ellis* (1893) 158 Mass. 555, 33 N. E. 651, or the "drumming" of patronage for hotels, etc., *Baird v. Bray* (1916) 125 Ark. 511, 189 S. W. 657, in the streets, and one prohibiting, with certain exceptions, the display there of advertisements on vehicles, *Fifth Ave. Coach Co. v. City of New York* (1909) 194 N. Y. 19, 86 N. E. 824, have been upheld; the practice legislated against in each instance tended to impede passage in the streets, and its exercise was not a common right. Unlicensed street speeches and meetings may similarly be forbidden. *Love v. Judge of Recorder's Court* (1901) 128 Mich. 545, 87 N. W. 785. Legislation directed against the carrying of signboards in the streets has been upheld. *Commonwealth v. McCafferty* (1889) 145 Mass. 384, 14 N. E. 451. The principal case is supportable on similar grounds. Picketing, even when conducted without threat or coercion, is calculated to provoke disorder. Its prohibition is a proper exercise of the police power, for the common right does not extend to use for purposes of public argument and persuasion.

SALES—FAILURE TO RETURN GOODS AFTER TRIAL—ACCEPTANCE.—The plaintiff delivered to the defendant a piano which the latter agreed to try for 30 days, at the end of which time he was to keep it, if satisfied, and pay for it under the terms of a contract then to be signed. If not satisfied, the defendant was to return the piano. The defendant kept the piano for more than six months before expressing his disapproval. *Held*, that he had accepted the instrument and was liable for the price. *F. O. Evans Piano Co. v. Tully* (Miss. 1917) 76 So. 833.

It is well established that where goods are left with a prospective vendee on approval for a fixed trial period, but no mention is made of the time within which approval must be expressed, such expression must be made within a reasonable time after the end of the trial period.